

**United States Bankruptcy Court  
Eastern District of Missouri**

In re Brian Keith Henderson  
Cynthia Marie Henderson

Debtor(s)

Case No. 19-41818  
Chapter 13

**CERTIFICATE OF SERVICE – CHAPTER 13 REPAYMENT PLAN**

I certify that a true and correct copy of the foregoing document was filed electronically on 4/9/19 with the United States Bankruptcy Court, and has been served on the parties in in interest via e-mail by the Court's CM/ECF System as listed on the Court's Electronic Mail Notice List.

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served by Regular United States Mail Service, postage fully pre-paid, address to those parties listed on the Court's Manual Notice List and listed below on 4/9/19:

I certify that a true and correct copy of the foregoing document was filed electronically with the United States Bankruptcy Court, and has been served on the following Insured Depository Institution pursuant to Fed. R. Bankr. P. 7004(h), or on the United States, or any of its officers or agencies pursuant to Fed. R. Bankr. P. 7004(b)(4) or (5), on 4/9/19 by first class mail addressed to the following persons or entities:

The Law Office of Tracy A. Brown, PC

By: /s/ Tracy A. Brown  
Tracy A. Brown #47074MO  
1034 S. Brentwood Blvd, Suite 1830  
St. Louis, MO 63117  
tbrownfirm@bktab.com  
(314) 644-0303  
(314) 644-0333 fax

Diana S. Daugherty  
PO Box 430908  
St. Louis, MO 63143

Missouri Department of Revenue  
PO Box 385  
Jefferson City, MO 65105-0385

IRS Centralized Insolvency  
PO Box 7346  
Philadelphia, PA 19101-7346

US Attorney  
111 S. 10th Street, 20th Floor  
St. Louis, MO 63102

Account Resolution Corp  
ATTN: Bankruptcy  
PO Box 3860  
Chesterfield, MO 63006

Account Resolution Corp  
ATTN: Bankruptcy  
PO Box 3860  
Chesterfield, MO 63006

Accounts Receivable  
1806 33rd Street  
Suite 180  
Orlando, FL 32839

Ace Cash  
1231 Greenway Dr  
Irving, TX 75038

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ADT Security Services  
3190 S. Vaughn Way  
Aurora, CO 80014

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Allan Tree Services, Inc.  
PO Box 25  
Hartford, IL 62048

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Amcol Systems  
P.O. Box 21625  
Columbia, SC 29221

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Ameren Illinois  
PO Box 88034  
Chicago, IL 60680

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American Home Shield  
P.O Box 1259  
Dept. # 127975  
Oaks, PA 19456

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American Medical Collection Agency  
Attention: Bankruptcy  
4 Westchester Plaza, Suite 110  
Elmsford, NY 10523

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Amplify Loan  
P.O. Box 542  
Lac Du Flambeau, WI 54538

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Ashton-Drake Galleries  
9307 Milwaukee Ave.  
Niles, IL 60714

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AT&T c/o Bankruptcy  
4331 Communications Flr 4W  
Dallas, TX 75211

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ATA Karate  
17361 Edison Ave  
Chesterfield, MO 63005

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Athletico Physical Therapy  
600 Oakmont Ln., Ste. 600C  
Westmont, IL 60559

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Bank Of The West  
ATTN: Bankruptcy  
180 Montgomery Street 25th Floor  
San Francisco, CA 94104

---

Capital One Attn: Bankruptcy  
PO Box 30285  
Salt Lake City, UT 84130

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Carson Smithfield, LLC  
P.O. Box 9216  
Old Bethpage, NY 11804

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Choice Recovery  
1550 Old Henderson Rd Suite 100  
Columbus, OH 43220

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Chrysler Capital  
P.O. Box 961275  
Fort Worth, TX 76161-1275

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Club Fitness  
7055 Mexico, Ste. 1210  
Saint Peters, MO 63376

---

Collector of Revenue  
41 S. Central Ave.  
ATTN: Bankruptcy  
Saint Louis, MO 63105

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Commerce Bank  
Attn: Bankruptcy /KC- Rec -10  
PO Box 419248  
Kansas City, MO 64141

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Commerce Bank  
Attn: Bankruptcy / KC Rec-10  
P.O. Box 419248  
Kansas City, MO 64141

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Consumer Collection Management  
Attn: Bankruptcy  
PO Box 1839  
Maryland Heights, MO 63043

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Credence  
c/o Directv LLC  
17000 Dallas Parkway, Ste 204  
Dallas, TX 75248

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Credit One Bank  
PO Box 98873  
Las Vegas, NV 89193-8873

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Dept of Ed / Navient  
Attn: Claims Dept  
PO Box 9635  
Wilkes Barr, PA 18773

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Discover Financial  
PO Box 3025  
New Albany, OH 43054

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Diversified Consultants, Inc.  
Attn: Bankruptcy  
PO Box 551268  
Jacksonville, FL 32255

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Down to the Wire  
6209 Mid Rivers Mall Drive, #174  
Saint Charles, MO 63304

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Ernst Radiology  
PO Box 1127  
Maryland Heights, MO 63043

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First Premier Bank  
Attn: Bankruptcy  
PO Box 5524  
Sioux Falls, SD 57117

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Freedom Mortgage Corporation  
Attn: Bankruptcy  
PO Box 50428  
Indianapolis, IN 46250

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I C System Inc  
Attn: Bankruptcy  
P.O. Box 64378  
St. Paul, MN 55164

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Internal Revenue Service  
PO Box 7317  
c/o Missouri Cases  
Philadelphia, PA 19101-7317

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IRS  
Centralized Insolvency Operation  
PO Box 7346  
Philadelphia, PA 19101-7346

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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI

In re:	)	
Brian Keith Henderson	)	Case No. 19-41818-399
Cynthia Marie Henderson	)	Chapter 13
SSN: xxx-xx-9009	)	Hearing Date: 6/05/19
Debtor(s)	)	Hearing Time: 9:00AM
	)	Hearing Loc: Bankruptcy Courtroom 5 North.

CHAPTER 13 PLAN

1.1	A limit on the dollar amount of a secured claim, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions set out in Part 5.	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included

Part 1. NOTICES

**TO DEBTORS:** This form sets out options that may be appropriate in some cases, but the presence of an option does not indicate that the option is appropriate in your circumstances or that it is permissible in the Eastern District of Missouri. **Plans that do not comply with local rules and judicial rulings may not be confirmable.**

**TO CREDITORS:** Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you oppose the plan's treatment, you or your attorney must file an objection to confirmation in accordance with the Eastern District of Missouri Local Bankruptcy Rule 3015. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. **YOU MUST FILE A TIMELY PROOF OF CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED IN THE PLAN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM.**

Part 2. PLAN PAYMENTS AND LENGTH OF PLAN

2.1 **Plan Payments.** Debtor is to make regular payments to the Chapter 13 Trustee as follows: (complete one of the following payment options)

(A) \$ 1,575.00 per month for 60 months.

(B) \$\_\_ per month for \_\_ months, then \$\_\_ per month for \_\_ months, then \$\_\_ per month for \_\_ months.

(C) A total of \$\_\_ through \_\_, then \$\_\_ per month for \_\_ months beginning with the payment due in \_\_, 20\_\_.

2.2 **Tax Refunds.** Within fourteen days after filing federal and state income tax returns, Debtor shall provide the Chapter 13 Trustee with a copy of each return required to be filed during the life of the plan. The Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit, each year.

2.3 **Additional Lump Sums.** Debtor shall send additional lump sums(s) consisting of NONE, if any, to be paid to the Trustee.

Part 3. DISBURSEMENTS

Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee will be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 3.5 and fees in paragraph 3.6, those funds may be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:

3.1 **Trustee.** Pay Trustee a percentage fee as allowed by law.

3.2 **Executory Contract/Lease Arrearages.** Trustee will cure pre-petition arrearage on any executory contract accepted in paragraphs 3.3(A) or (B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD (6 months or less)
None	\$0.00	6 months

3.3 **Pay the following sub-paragraphs concurrently:**

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments (which the Debtor shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT
-NONE-	

(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments (which the Trustee shall pay) in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
Progressive Leasing	286.26	6
Progressive Leasing	589.00	5

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate, other than Debtor's residence.)** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph 3.5(A). Trustee shall make payments in the amount listed below or as adjusted by the creditor under terms of the loan agreement.

CREDITOR NAME	MONTHLY PAYMENT
-NONE-	

(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence shall be paid at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
Freedom Mortgage Corporation	\$1,076.00	Debtor

(E) **DSO Claims in equal installments.** Pay pre-petition domestic support obligation arrears (not provided for elsewhere in the plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
-NONE-		

3.4 **Attorney Fees.** Pay Debtor's attorney \$ 1,650.00 in equal monthly payments over 18 months (no less than 18 months). Any additional fees allowed by the Court shall be paid pursuant to paragraph 3.6 below. [See procedures manual for limitations on use of this paragraph]

3.5 **Pay the following sub-paragraphs concurrently:**

(A) **Pre-petition arrears on secured claims paid in paragraph 3.3.** Pay pre-petition arrearage on debts paid under paragraphs 3.3(C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
Freedom Mortgage Corporation	\$4,575.00	48 months	0.00

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 6.75 % interest:

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/INTEREST
-NONE-			

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 6.75 % interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 3.9(A), estimated as set forth below. If no period is set forth below for a claim to be paid under this paragraph, the claim will be paid over the plan length.

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/INTEREST
Chrysler Capital	13,875.29	12,000.00	60 months	\$14,172.00
Commerce Bank	11,870.00	10,000.00	60 months	\$11,809.80
Metropolitan St. Louis Sewer District	1,020.47	151,500.00	60 months	\$1,203.94

(D) **Co-debtor debt paid in equal monthly installments.** The following co-debtor claim(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, such claim(s) shall be paid in equal monthly installments over the period and with interest as identified below:

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
-NONE-				

(E) **Post Petition Fees and Costs.** Pay any post-petition fees and costs as identified in a notice filed pursuant to Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

3.6 **Additional Attorney Fees.** Pay \$ 2400 of Debtor's attorney's fees and any additional Debtor's attorney's fees allowed by the Court.

3.7 **Pay sub-paragraphs concurrently:**

(A) **Unsecured Co-debtor Guaranteed Claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below:

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
-NONE-			

(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, will be paid a fixed amount with the balance to be owed by Debtor(s) after completion of the Plan, pursuant to §§ 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s):

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
-NONE-		

3.8 **Priority Claims.** Pay priority claims allowed under § 507 that are not addressed elsewhere in the plan in full, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE
Collector of Revenue	\$717.24
IRS	\$33,686.10

3.9 **Pay the following sub-paragraphs concurrently:**

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed: \$ 181,041.28. Amount required to be paid to non-priority unsecured creditors as determined by §1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$ 0.00.

Amount required to be paid to nonpriority unsecured creditors as determined by §1325(b) calculation: \$ -76,896.60. Debtor guarantees a minimum of \$ 0.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s). (Choose one).

- ☐ Any deficiency shall be paid as non-priority unsecured debt.  
☐ The Trustee shall stop payment on the creditor's claim until such time as the creditor files an amended claim showing the secured and unsecured deficiency (if any) still owed after sale of the surrendered collateral

CREDITOR  
-NONE-

COLLATERAL

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt:

CREDITOR  
-NONE-

CONTRACT/LEASE

#### Part 4. OTHER STANDARD PLAN PROVISIONS

- 4.1 Absent a specific order of the Court to the contrary, the Chapter 13 Trustee, rather than the Debtor, will make all pre-confirmation disbursements pursuant to § 1326(a).
- 4.2 All creditors entitled to pre-confirmation disbursements, including lease creditors, must file a proof of claim to be entitled to receive payments from the Chapter 13 Trustee.
- 4.3 The proof of claim shall control the valuation of collateral and any valuation stated in the plan shall not be binding on the creditor.
- 4.4 The Trustee, in the Trustee's sole discretion, may determine to reserve funds for payment to any creditor secured by a mortgage on real estate pending filing of a claim.
- 4.5 Any post-petition claims filed and allowed under § 1305 may be paid through the plan.
- 4.6 Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.
- 4.7 All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under § 1328. However, Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the court enters an order granting Debtor's request to avoid the liens.
- 4.8 Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such claimant.

#### Part 5. NONSTANDARD PLAN PROVISIONS

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

**The following plan provisions will be effective only if there is a check in the box "included" in Part 1 of this Plan:**

5.1

5.2

**Part 6. VESTING OF PROPERTY OF THE ESTATE**

6.1 Title to Debtor's property shall re-vest in the Debtor(s) upon confirmation.

**Part 7. CERTIFICATION**

**The debtor(s) and debtor(s) attorney, if any, certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 13 of the Eastern District of Missouri, other than any Nonstandard Plan Provisions in Part 5.**

DATE: April 9, 2019

DEBTOR: /s/ Brian Keith Henderson  
Brian Keith Henderson

DATE: April 9, 2019

DEBTOR: /s/ Cynthia Marie Henderson  
Cynthia Marie Henderson

DATE: April 9, 2019

/s/ Tracy A. Brown  
Tracy A. Brown #47074MO  
Attorney or Debtor(s)  
Law Office of Tracy A. Brown, PC  
1034 S. Brentwood Blvd., Suite 1830  
St. Louis, MO 63117-1284  
314-644-0303  
314-644-0333  
tbrownfirm@bktab.com



IRS Insolvency  
1222 Spruce St.  
MS 5334 STL  
Saint Louis, MO 63103

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Jefferson Capital Systems, LLC  
PO Box 1999  
Saint Cloud, MN 56302

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Labtest  
5000 Cedar Plaza Pkwy Ste 200  
Saint Louis, MO 63128

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Lincoln Finance Co.  
c/o Edward Sher  
1 Campbell Plaza, Ste. 1A North  
Saint Louis, MO 63139

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Medi Credit Inc  
P.O. Box 1629  
Maryland Heights, MO 63043

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Merrick  
c/o Carson and Smithfield  
PO Box 9216  
Old Bethpage, NY 11804

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Metropolitan St. Louis Sewer District  
Attn: Bankruptcy Dept  
2350 Market Street  
Saint Louis, MO 63103-2555

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Missouri American Water  
Attn: Billing/Bankruptcy  
727 Craig Rd  
Saint Louis, MO 63141-0715

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Money Lion  
PO Box 1547  
Sandy, UT 84091-1547

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Naman Ghazal-Albar, MD  
PO Box 652  
Chesterfield, MO 63006

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National Credit Adjusters, LLC  
327 West 4th Avenue  
PO Box 3023  
Hutchinson, KS 67504

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Navient  
Attn: Bankruptcy  
PO Box 9000  
Wiles-Barr, PA 18773

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North Shore Agency  
270 Spagnol Rd, Ste 111  
Melville, NY 11747

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One Advantage  
7650 Magna Drive  
Belleville, IL 62223

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Quest Diagnostics  
PO Box 7306  
Hollister, MO 65673-7306

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Receivable Solutions, Inc.  
P.O. Box 1984  
Southgate, MI 48195

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Rise  
Attn: Bankruptcy  
PO Box 101808  
Fort Worth, TX 76185

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Safeco Insurance  
1415 Elbridge Payne Rd  
Suite 230  
Chesterfield, MO 63017-8522

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South St. Louis Dental Group  
6451 Chippewa St  
Saint Louis, MO 63109

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Southlaw  
13160 Foster, Suite 100  
Overland Park, KS 66213-2660

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Spectrum  
PO Box 790086  
Saint Louis, MO 63179-0086

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Spire  
Drawer 2  
Saint Louis, MO 63171

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SSM Healthcare - Depaul Hospital  
1145 Corporate Lake Drive  
Saint Louis, MO 63132

---

St.Louis Community Credit Union  
3651 Forest Park Ave.  
Saint Louis, MO 63108

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SYNCB/JC Penny  
PO Box 965036  
Orlando, FL 32896-5007

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Synchrony Bank/Sams Club  
Attn: Bankruptcy Dept  
PO Box 965060  
Orlando, FL 32896

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Universal Fidelity LP  
PO Box 941911  
Houston, TX 77094-8911

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US Dept of Educ/Great Lakes  
Attn: Bankruptcy  
PO Box 7860  
Madison, WI 53707

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Verizon Wireless  
Attn: Verizon Wireless Bankruptcy Admini  
500 Technology Dr, Ste 550  
Weldon Spring, MO 63304

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Web Bank Finger Hut  
6250 Ridgewood

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Wf/fmg  
Attn: Bankruptcy  
PO Box 51193  
Los Angeles, CA 90051

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/s/ Tracy A. Brown

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